

In the Matter of WELLS AIRCRAFT PARTS COMPANY *and* INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS, GENERAL WAREHOUSEMEN'S UNION LOCAL 598, A. F. L.

Case No. 21-R-2712.—Decided May 21, 1945

Mr. R. B. Wells, of Los Angeles, Calif., for the Company.

Mr. Gene Blackwell, of Los Angeles, Calif., for the Union.

Mr. Isadore Engle, of counsel to the Board.

DECISION
AND
DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon a petition duly filed by International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, General Warehousemen's Union Local 598, A. F. L., herein called the Teamsters, alleging that a question affecting commerce had arisen concerning the representation of employees of Wells Aircraft Parts Company, Los Angeles, California, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before George H. O'Brien, Trial Examiner. Said hearing was held at Los Angeles, California, on March 20, 1945. The Company and the Teamsters appeared and participated.¹ All parties were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues. The Trial Examiner's rulings made at the hearing are free from prejudicial error and are hereby affirmed. All parties were afforded an opportunity to file briefs with the Board.

Upon the entire record in the case, the Board makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE COMPANY

Wells Aircraft Parts Company located at Los Angeles, California, is a limited partnership composed of Raymond B. Wells and Elmer J.

¹ International Association of Machinists, Local 311, A. F. L., herein called the Machinists, was served with a copy of Notice of Hearing, but made no appearance.

Wells as general partners and Kenneth L. Wells, Warren Wells, and Charles E. Bates, Jr., as limited partners. The Company is engaged in the manufacture and machining of aircraft parts. During the year 1944 the Company purchased, locally, steel and steel forgings valued at approximately \$100,000. Most of this material originated outside the State of California. The Company's products for the same period, valued at \$2,000,000, were sold locally to prime contractors and used in the manufacture of airplanes for the war effort.

The Company admits that it is engaged in commerce within the meaning of the National Labor Relations Act, and we so find.

II. THE ORGANIZATION INVOLVED

International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, General Warehousemen's Union Local 598 is a labor organization affiliated with the American Federation of Labor, admitting to membership employees of the Company.

III. THE QUESTION CONCERNING REPRESENTATION

In December 1944, the Teamsters requested recognition as the exclusive bargaining representative of certain of the Company's employees, and the Company refused the request on the ground that its contract with the International Association of Machinists precludes recognition of the Teamsters. The Company and the Machinists were parties to a contract which, by its terms, was automatically renewable in the absence of notice given by one party to the other 30 days prior to January 1, 1945. However, beginning in January 1945, the Company and the Machinists entered into negotiations for a new contract which was executed on March 15, 1945. Inasmuch as the Teamsters' request for recognition was made prior thereto, we find this contract no bar to the present proceedings.

A statement of a Field Examiner, introduced into evidence at the hearing, indicates that the Teamsters represents a substantial number of employees in the unit hereinafter found appropriate.²

We find that a question affecting commerce has arisen concerning the representation of employees of the Company, within the meaning of Section 9 (c) and Section 2 (6) and (7) of the Act.

IV. THE APPROPRIATE UNIT

The Teamsters seeks to represent a unit described in its petition as all of the Company's shipping packers, checkers, shipping, receiving

² The Field Examiner reported that the Teamsters submitted 17 authorization cards, 3 of which were dated in March 1943 and 14 of which were dated from September through December 1944. The names of 13 persons appearing on the cards were listed on the Company's pay roll of January 31, 1945. As of January 31, 1945, the Company had 20 employees in the unit petitioned for.

and stock clerks, assistant shipping, receiving and stock clerks, pick-up and delivery drivers, chip haulers, sweepers, working foreman and/or relief driver, excluding supervisory employees.³ The Company contends that the unit sought by the Teamsters is inappropriate and that only a unit including all of the Company's production and maintenance employees is appropriate for the purposes of collective bargaining.

Since 1942, following a consent election conducted under the auspices of the Board, the Machinists has been recognized as the statutory representative of all the Company's production and maintenance employees and has been a party to a contract covering such employees, which was originally negotiated in January 1943 and renewed in 1944.⁴ However, a representative of the Teamsters participated in the negotiation of this contract and signed it as an official of Local #598, together with the Machinists' representatives. The Machinists has formally ceded jurisdiction over the employees in the alleged appropriate unit.⁵ Under these circumstances we find that the history of collective bargaining does not preclude the establishment of the unit sought by the Teamsters providing that such a unit is appropriate for bargaining.⁶

There are approximately 20 employees in the unit petitioned for. The employees in question, with the exception of janitors,⁷ and the possible exception of the truck driver⁸ are under the supervision of the chief shipping clerk. None of them is engaged directly in the production of the Company's manufactured items, nor does it appear that they possess the skills required of the production workers, who are evidently machinists. All but the janitors work in a section of the Company's shop apart from the production area, and are engaged in related occupations. We find that the shipping, receiving and stock clerks, and drivers constitute a coherent group which may appropriately function as a separate unit.⁹

The Teamsters would include the janitors in the unit. However, these employees work all over the shop and do not comprise an integral

³ The Company makes a more elaborate classification of these employees, i e., shipping and receiving clerks, warehousemen, truckers, packers, etc., taken from the wage scale and classifications given by the War Labor Board

⁴ The original contract of 1943 and the renewal contract apparently contained wage scales for all the employees covered by the petition and also contained a maintenance-of-membership clause

⁵ There is nothing in the record to indicate how many employees in the Teamsters' proposed unit actually belonged to the Machinists. The Teamsters claims to have collected dues from the employees in the proposed unit since the time that the Machinists relinquished all claims to jurisdiction of this group

⁶ See *Matter of General Tire and Rubber Company*, 55 N. L. R. B. 250

⁷ The latter category includes the chip haulers and sweepers requested by the Teamsters

⁸ It does not appear in the record under whose supervision he works

⁹ See *Matter of General Tire and Rubber Company*, *supra*, *Matter of Arkeff Safety Bag Company*, 58 N. L. R. B. 575.

part of the shipping and receiving group. We shall exclude the janitors from the unit.

The only other question involves the propriety of including the chief shipping clerk in the unit.¹⁰ The Company would exclude, and the Teamsters would include, the chief shipping clerk. Testimony elicited indicates that although he spends in excess of 50 percent of his time in actual packing and shipping and other work and is paid by the hour,¹¹ he has supervision over all the shipping and receiving employees. He is on duty during the day shift, but his time overlaps the night shift so that he may give instructions to the night men. The record indicates one specific instance in which his advice and recommendation were followed in the hiring of a clerk. He directs his subordinate employees with a minimum of supervision from others and is responsible only to the executive officers, who are the general partners of the Company. We are of the opinion that the chief shipping clerk exercises substantial supervisory authority. We shall, accordingly, exclude him from the unit herein found appropriate.

We find that all of the Company's shipping packers, checkers, shipping, receiving and stock clerks, assistant shipping, receiving and stock clerks, pick-up and delivery drivers and/or relief drivers, but excluding chip haulers, sweepers and the chief shipping clerk and all other supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

V. THE DETERMINATION OF REPRESENTATIVES

We shall direct that the question concerning representation which has arisen be resolved by an election by secret ballot among the employees in the appropriate unit who were employed during the payroll period immediately preceding the date of the Direction of Election herein, subject to the limitations and additions set forth in the Direction.

DIRECTION OF ELECTION

By virtue of and pursuant to the power vested in the National Labor Relations Board by Section 9 (c) of the National Labor Relations Act, and pursuant to Article III, Section 9, of National Labor Relations Board Rules and Regulations—Series 3, as amended, it is hereby

¹⁰ The Teamsters refer to him as the working foreman

¹¹ Until a few months ago he received the same rate of pay as the people under him; he now receives 10 cents an hour more with the approval of the Regional War Labor Board.

DIRECTED that, as part of the investigation to ascertain representatives for the purposes of collective bargaining with Wells Aircraft Parts Company, Los Angeles, California, an election by secret ballot shall be conducted as early as possible, but not later than thirty (30) days from the date of this Direction, under the direction and supervision of the Regional Director for the Twenty-first Region, acting in this matter as agent for the National Labor Relations Board, and subject to Article III, Sections 10 and 11, of said Rules and Regulations, among the employees in the unit found appropriate in Section IV, above, who were employed during the pay-roll period immediately preceding the date of this Direction, including employees who did not work during said pay-roll period because they were ill or on vacation or temporarily laid off, and including employees in the armed forces of the United States who present themselves in person at the polls, but excluding any who have since quit or been discharged for cause and have not been rehired or reinstated prior to the date of the election, to determine whether or not they desire to be represented by International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, General Warehousemen's Union Local 598, A. F. L. for the purposes of collective Bargaining.

MR. JOHN M. HOUSTON took no part in the consideration of the above Decision and Direction of Election.